

REMARKS

Claims 1 - 16 are pending the application; Claims 1 - 16 stand rejected. By this Amendment Claims 1 and 12 have been amended merely to substitute the words --Intellectual Property-- for their commonly used abbreviation "IP". These amendments add no new matter to the application.

Claims 1 - 16 stand rejected under 35 USC §103(a) over Hecksel; Applicant respectfully traverses these rejections. Hecksel discloses a software registration scheme, not a web-based system for development and exploitation of intellectual property. Hecksel is concerned not at all with innovators, innovations or developers. The whole subject and product of Hecksel's disclosure and software is a package of registration data that bears no relation to the conventionally understood meaning of the term "innovation".

There is no "innovator" attraction module; a software registrant, at least in so far as she is only registering her new software, is not an innovator. There is no "developer" attraction module; a software publisher or manufacture, at least in so far as they seek only to facilitate "customer relationship business activities" (Hecksel, Col. 1, lines 18-20) for customers of software they have already sold, is not a developer. It is respectfully submitted that a 'user' as discussed in Hecksel is no kind of innovator as that term is both commonly understood and as it is used in the present application, and a 'publisher or manufacturer' as discussed in Hecksel is no kind of developer as that term is used in the present application.

In the present application a developer is one "having the objective and the resources to develop and exploit the innovation" (page 1, lines 15-16), or "all those individuals and companies that bring commitment and resources to the task of perfecting, marketing and otherwise exploiting" innovations (page 3, lines 13-15).

Since users of the Hecksel system would not be bringing innovations to the system, they are not innovators, and since software publishers and manufacturers do not develop, perfect or exploit any innovations brought to them by their registrants, Hecksel fails to disclose either an

innovator attraction module, or a developer attraction module, both of which are required by the limitations of claim 1. Similarly, Hecksel fails to disclose either attracting a plurality of innovators having innovations, or developers having stated requirements and verifiable resources for development of an innovation, both of which are required by the limitations of claim 12.

Hecksel also does not disclose a registration module that accepts and stores data related to an innovator's innovation, which are required by the limitations of claim 1, and does not disclose registering innovation data related to an innovation in a database and registering developer data related to the developer's stated requirements and verifiable resources for development of an innovation, both of which are required by the limitations of claim 12. All Hecksel teaches registering is software purchaser personal characteristics, user profile, previous responses about registering software, answers to survey questions, and the like. There is no innovation, no data related to any innovation, and no data related to any developer's stated requirements or verifiable resources.

Finally, Hecksel does not disclose a match module that matches a registered innovation and innovator with a developer having stated requirements and resources for development of such an innovation, as required by the limitations of claim 1, and does not disclose making innovation data available to a developer and developer data available to at least one innovator, both of which are required by the limitations of claim 12. Hecksel only teaches a one-way information exchange, that of user/purchaser to publisher/manufacturer. In Hecksel, a software publisher does not make contact with a purchaser and offer to develop anything for the purchaser based on the publisher's verifiable resources for some particular development - all the publisher wants to do with the purchaser is sell her more software.

The Examiner admits that Hecksel does not teach making innovation available to a developer, and developer data available to an innovator. Hecksel teaching that registration software program 24 assists the user in registering a software program 34 or hardware with its publisher or manufacturer, only teaches that a user is associated with a software registration and

the publisher is associated with a user. It neither teaches nor suggests anything about putting an innovation developer into contact with an innovator and her innovation, or vice-versa. The limitations of the claims as written are all entitled to weight and consideration, and may not be treated as if any of them were not there.

Thus Hecksel not only fails to teach the technical limitations of claims 1 and 12, but also fails even to disclose the spirit of the present application. Claims 1 and 12 are therefore neither anticipated by or obvious over Hecksel, and claims 1 and 12 are therefore believed to be allowable over Hecksel. There is therefore no combination of references, or a reference and the knowledge of those skilled in the art, upon which any of the claims can be read. Dependent claims are to read as incorporating all of the limitations of their base and intervening claims, and therefore are also allowable. Reconsideration of all rejected claims is respectfully requested.

Applicant believes that it has responded fully to all of the concerns expressed by the Examiner in the Office Action, and respectfully requests reexamination of all rejected claims and early favorable action on them as well. If the Examiner has any further concerns, Applicant requests a call to Patrick Dwyer at (206) 343-7074.

Respectfully submitted,



PATRICK MICHAEL DWYER
Reg. No. 32,411

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PATRICK M. DWYER
MIND MATTER'S TECHNOLOGIES, INC.
1818 WESTLAKE AVENUE N, SUITE 114
SEATTLE, WA 98109